

DORSEY & WHITNEY LLP  
J. Michael Keyes (SBN 262281)  
*keyes.mike@dorsey.com*  
Connor J. Hansen (*pro hac vice*)  
*hansen.connor@dorsey.com*  
Dylan J. Harlow (*pro hac vice*)  
*harlow.dylan@dorsey.com*  
701 Fifth Avenue, Suite 6100  
Seattle, WA 98104  
Telephone: 206.903.8800  
Facsimile: 206.903.8820

DORSEY & WHITNEY LLP  
Kent J. Schmidt (SBN 195969)  
*schmidt.kent@dorsey.com*  
600 Anton Boulevard, Suite 200  
Costa Mesa, CA 92626  
Telephone: 714.800.1400  
Facsimile: 714.800.1499

*Attorneys for Defendant TikTok, Inc.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MICHAEL GRECCO  
PRODUCTIONS, INC.,

Plaintiff,  
v.

TIKTOK, INC.

Defendant.

Case No. 2:24-cv-04837-FLA-MAR

**~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER**

Honorable Margo A. Rocconi

**1. GENERAL**

1.1 Purposes and Limitations. Discovery in this action is likely to involve the production or disclosure of trade secrets, confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated

1 Protective Order. The parties acknowledge that this Order does not confer blanket  
2 protections on all disclosures or responses to discovery and that the protection it  
3 affords from public disclosure and use extends only to the limited information or items  
4 that are entitled to confidential treatment under the applicable legal principles. The  
5 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
6 Protective Order does not entitle them to file confidential information under seal;  
7 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
8 standards that will be applied when a party seeks permission from the court to file  
9 material under seal.

10 1.2 Good Cause Statement. This action is likely to involve trade secrets,  
11 customer and pricing lists and other valuable research, development, commercial,  
12 financial, technical, proprietary and/or other private information for which special  
13 protection from public disclosure and from use for any purpose other than prosecution  
14 of this action is warranted. Such confidential and proprietary materials consist of,  
15 among other things, (a) documents, electronically stored information, and/or things  
16 as defined in the Federal Rules of Civil Procedure; (b) all pretrial, hearing or  
17 deposition testimony, or documents marked as exhibits or for identification in  
18 depositions and hearings, (c) pretrial pleadings, exhibits to pleadings and other court  
19 filings; (d) affidavits-; and (e) stipulations. Confidential and proprietary information  
20 includes but is not limited to confidential business or financial information,  
21 information regarding confidential business practices, or other confidential research,  
22 development, or commercial information (including information implicating privacy  
23 rights of third parties), information otherwise generally unavailable to the public, or  
24 which may be privileged or otherwise protected from disclosure under state or federal  
25 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
26 flow of information, to facilitate the prompt resolution of disputes over confidentiality  
27 of discovery materials, to adequately protect information the parties are entitled to  
28 keep confidential, to ensure that the parties are permitted reasonable necessary uses

of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: this pending federal lawsuit captioned *Michael Grecco Productions, Inc. v. TikTok, Inc.*, No. 2:24-CV-04837-FLA-MAR.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: particularly sensitive and/or proprietary information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement, that the Disclosing Party reasonably believes would create a substantial risk of serious harm if disclosed to a Party or Non-Party that could not be avoided by less restrictive means.

2.9 House Counsel: attorneys who are employees of a party to this Action, including their support staff. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### **4. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

### **5. DESIGNATING PROTECTED MATERIAL**

#### **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the

case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. However, nothing in this section shall preclude the Designating Party from designating material or information as protected under this Order after it has been produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or the legend "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection will be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents,

1 or portions thereof, qualify for protection under this Order. Then, before producing  
2 the specified documents, the Producing Party must affix the CONFIDENTIAL legend  
3 or the HIGHLY CONFIDENTIAL legend, as appropriate, to each page that contains  
4 Protected Material. If only a portion or portions of the material on a page qualifies  
5 for protection, the Producing Party also must clearly identify the protected portion(s)  
6 (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identify  
8 the Disclosure or Discovery Material on the record, before the close of the deposition,  
9 or at such other time as agreed between the parties.

10 (c) for information produced in some form other than documentary and  
11 for any other tangible items, that the Producing Party affix in a prominent place on  
12 the exterior of the container or containers in which the information is stored the  
13 CONFIDENTIAL legend or the HIGHLY CONFIDENTIAL legend, as appropriate.  
14 If only a portion or portions of the information warrants protection, the Producing  
15 Party, to the extent practicable, will identify the protected portion(s).

16 5.3 Failures to Designate. If timely corrected, a failure to designate qualified  
17 information or items does not, standing alone, waive the Designating Party's right to  
18 secure protection under this Order for such material. Upon timely correction of a  
19 designation, the Receiving Party must make reasonable efforts to assure that the  
20 material is treated in accordance with the provisions of this Order.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court's  
24 Scheduling Order and a Receiving Party's failure to have made such a challenge at  
25 any previous time shall not prejudice its right to do so.

26 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
27 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly  
28 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.



6.3 Burden. The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner pursuant to industry standards that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the Court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional  
5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or  
8 a custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in  
10 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
12 will not be permitted to keep any confidential information unless they sign the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may be  
16 separately bound by the court reporter and may not be disclosed to anyone except as  
17 permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
22 writing by the Designating Party, a Receiving Party may disclose any information or  
23 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
24 to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
26 well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification will  
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena  
5 or order is subject to this Protective Order. Such notification will include a copy of  
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued  
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order will not produce any information designated in this action  
11 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” before a determination by the court from which the subpoena or order issued,  
13 unless the Party has obtained the Designating Party’s permission. The Designating  
14 Party will bear the burden and expense of seeking protection in that court of its  
15 confidential material and nothing in these provisions should be construed as  
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to produce  
27 a Non-Party’s confidential information in its possession, and the Party is subject to an  
28

1 agreement with the Non-Party not to produce the Non-Party's confidential  
2 information, then the Party will:

3 (1) promptly notify in writing the Requesting Party and the Non-Party  
4 that some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-  
10 Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this Court within 14  
12 days of receiving the notice and accompanying information, the Receiving Party may  
13 produce the Non-Party's confidential information responsive to the discovery request.  
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
15 any information in its possession or control that is subject to the confidentiality  
16 agreement with the Non-Party before a determination by the Court. Absent a court  
17 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
18 protection in this Court of its Protected Material.

19 (d) Any Party issuing a subpoena to a Non-Party in this Action shall provide a  
20 copy of this Stipulated Protective Order to the Non-Party.

21 (e) To the extent any information produced by a Non-Party contains a Party's  
22 Protected Material, that Party may designate such information, or portions thereof, as  
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
24 ONLY" consistent with the terms of this Stipulated Protective Order.

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
3 persons to whom unauthorized disclosures were made of all the terms of this Order,  
4 and (d) request such person or persons to execute the “Acknowledgment and  
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 **11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
7 **MATERIAL**

8 When a Producing Party gives notice to Receiving Parties that certain produced  
9 material is subject to a claim of privilege or other protection, the obligations of the  
10 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
11 Nothing contained herein is intended to or shall serve to limit a Party’s right to  
12 conduct a review of material for relevance, responsiveness, and/or segregation of  
13 privileged and/or protected information before production.

14 Pursuant to Federal Rule of Evidence 502(d), if a Producing Party discloses  
15 information subject to protection by the attorney-client privilege, the work-product  
16 doctrine, or by any other legal privilege or doctrine protecting information from  
17 discovery, such disclosure, is not and shall not serve as a basis for claiming waiver  
18 of any applicable privilege or protection from discovery in this Action or in any other  
19 federal or state proceeding, to the maximum extent applicable.

20 (a) In the event that a Party discovers that it produced or disclosed Privileged  
21 Material, it shall provide written notice of the privilege claim to the Receiving  
22 Party (a “Clawback Notice”), sufficiently identifying the Privileged Material  
23 within a reasonable time of discovering the production or disclosure of  
24 Privileged Material.

25 (b) As soon as practicable after providing the Clawback Notice, the Producing  
26 Party shall provide (i) if only a portion of the document contains Privileged  
27 Material, a new copy of the document utilizing the same Bates Number(s) as  
28 the original that has been redacted to protect the Privileged Material; or (ii) if

1 the entire document constitutes Privileged Material, a slipsheet identifying the  
2 same Bates Number(s) as the original, noting that the document has been  
3 withheld. Any Privileged Material that is the subject of a Clawback Notice  
4 will be included on a privilege log if and as required by the privilege-logging  
5 procedure agreed to by the Parties or ordered by the Court.

6 (c) Within ten (10) calendar days of receipt of a Clawback Notice (regardless of  
7 whether the Receiving Party agreed to or plans to challenge the Producing  
8 Party's privilege claim), the Receiving Party, including its vendors,  
9 consultants, Experts, and agents, must promptly return and destroy the  
10 Privileged Material and all copies thereof (the "Clawed-Back Material") and  
11 sequester any work product (such as notes) that reproduce, copy, are derived  
12 from, or otherwise disclose the substance of the Privileged Material  
13 ("Sequestered Work Product") and certify to the Producing Party when this  
14 return and destruction and sequestration is complete. If the Receiving Party  
15 does not challenge the Producing Party's Clawback Notice within 14 calendar  
16 days of receipt, the Receiving Party shall promptly destroy any Sequestered  
17 Work Product and certify to the Producing Party when this destruction is  
18 complete. If the Receiving Party raises a challenge within 14 calendar days of  
19 receiving the Clawback Notice, the Receiving Party shall be permitted to  
20 continue to sequester (rather than destroy) the Sequestered Work Product  
21 throughout as the parties work to resolve the dispute. In the event that the  
22 Producing Party withdraws a Clawback Notice or the Court orders the  
23 production or disclosure of the Clawed-Back Material, the Receiving Party  
24 need not continue to sequester the Sequestered Work Product. Within 7 days  
25 of the issuance of a Clawback Notice, the Producing Party shall produce a  
26 privilege log with respect to the Clawed-Back Material, if and as required by  
27 the privilege-logging procedures agreed to by the Parties or ordered by the  
28 Court.

(d) If a Receiving Party challenges a claim that Privileged Material specified in a Clawback Notice is privileged, the Receiving Party shall notify the Producing Party of its challenge within 14 calendar days of receiving the Clawback Notice. Within 14 calendar days of the Producing Party receiving notification of the challenge, the Parties shall meet and confer in an effort to resolve their disagreement. If the Parties are unable to resolve their disagreement, either Party may submit the issue to the Court for a determination. The Producing Party shall submit one copy of the Clawed-Back Material to the Court in camera (the “In Camera Copy”) upon the Court’s request. Nothing in this Order alters any party’s burden of proof with respect to any dispute over whether Privileged Material is privileged.

The Receiving Party must not use or disclose the Sequestered Work Product covered by the Clawback Notice for any purpose until the Producing Party withdraws a Clawback Notice or the Court orders the production or disclosure of the Clawed-Back Material. In the event that a Receiving Party discovers that it has received or examined document(s) that are or reasonably appear to be subject to a claim of privilege by a Producing Party (“Potentially Privileged Material”), the Receiving Party promptly shall (i) sequester the document(s), and (ii) within 10 calendar days of such discovery, notify the Producing Party of the production of Potentially Privileged Material by identifying the Bates Range(s) of the document(s) at issue (a “Potentially Privileged Material Production Notice”). Upon the Producing Party receiving a Potentially Privileged Material Production Notice, the Producing Party shall have 10 calendar days to assert a claim of privilege over the identified information and provide a Clawback Notice (thereby invoking the Clawback process set forth above. The Producing Party shall also promptly provide any replacement images as described above. If the Producing Party does not provide a Clawback Notice within the 10-day period, the information in question shall be deemed not to be Privileged Material or Protected Material. During the 10-day period, the Receiving



1 Party shall not review, use, or disclose any such Potentially Privileged Material for  
2 any purpose.

3 The Parties agree that Federal Rule of Evidence 502(b) does not apply. This  
4 Stipulated Protective Order shall be interpreted to provide the maximum protection  
5 allowed by Federal Rule of Evidence 502(d).

6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in this  
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. The Parties agree that they will seek to file  
15 under seal any Protected Materials produced in this litigation. A Party that seeks to  
16 file under seal any Protected Material must comply with Civil Local Rule 79-5.  
17 Protected Material may only be filed under seal pursuant to a court order authorizing  
18 the sealing of the specific Protected Material at issue. If a Party's request to file  
19 Protected Material under seal is denied by the Court, then the Receiving Party may  
20 file the information in the public record unless otherwise instructed by the Court.

21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within 60  
23 days of a written request by the Designating Party, each Receiving Party must destroy  
24 all Protected Material. As used in this subdivision, "all Protected Material" includes  
25 all copies, abstracts, compilations, summaries, and any other format reproducing or  
26 capturing any of the Protected Materials. The Receiving Party must submit a written  
27 certification to the Producing Party (and, if not the same person or entity, to the  
28 Designating Party) by the 60 day deadline that (1) identifies (by category, where

appropriate) all the Protected Material that was destroyed, and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material.

**14. VIOLATION OF ORDER**

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 8, 2025

DATED: May 8, 2025

By: /s/ Lauren M. Hausman  
COPYCAT LEGAL PLLC  
Lauren M. Hausman (CA Bar No. 349514)  
113 North San Vicente Boulevard  
Suite 232  
Beverly Hills, CA 90211  
Telephone: (877) 437-6228  
lauren@copycatlegal.com

*Attorney for Plaintiff*

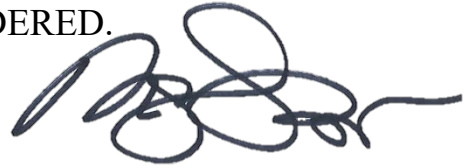
By: /s/ J. Michael Keyes  
DORSEY & WHITNEY LLP  
J. Michael Keyes (SBN 262281)  
keyes.mike@dorsey.com  
Connor J. Hansen (*pro hac vice*)  
hansen.connor@dorsey.com  
Dylan J. Harlow (*pro hac vice*)  
harlow.dyaln@dorsey.com  
Columbia Center  
701 Fifth Avenue, Suite 6100  
Seattle, WA  
Telephone: 206.903.8800  
Facsimile: 206.903.8820

DORSEY & WHITNEY LLP  
Kent J. Schmidt (SBN 195969)  
schmidt.kent@dorsey.com  
600 Anton Boulevard, Suite 200  
Costa Mesa, CA 92626  
Telephone: 714.800.1400  
Facsimile: 714.800.1499

*Attorneys for Defendant*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 3/15/2025



HON. MARGO A. ROCCONI  
United States Magistrate Judge

**ATTESTATION PER LOCAL RULE 5-4.3.4**

The e-filing attorney hereby attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

**CERTIFICATE OF SERVICE**

I hereby certify that on May 8, 2025, a true and correct copy of the foregoing was filed electronically using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record. Any counsel of record who has not consented to electronic service through the Court's CM/ECF system will be served by electronic mail.

/s/ J. Michael Keyes  
J. Michael Keyes, SBN 262281

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of *Michael Grecco  
Productions, Inc. v. TikTok, Inc.*, No. 2:24-cv-04837-FLA-MAR. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_